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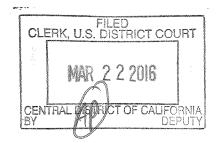
Faith Lynn Brashear

Plaintiff /Witness/ Advocate

In RE: 1095 Lowry Ranch Road

Corona, CA 92881 Tel: 951-268-4042

Preferred Response: Fax: 855-204-0859 Faith@Betterquest.com Mail Response:



## FEDERAL COURT OF CALIFORNIA FOR THE LOS ANGELES, CENTRAL DISTRICT

FAITH LYNN BRASHEAR, an individual, Plaintiff VS.

HSBC BANK USA, NATIONAL

ASSOCIATION, as Trustee of the Holders

of the Deutsche Alt-A Securities, Inc., Mortgage Loan Trust, Mortgage Pass-

Through Certificates Series 2007-OA4;

CHARLES G. MEYER JR Director.

HSBC Bank USA, N.A.

THE MORTGAGE LAW FIRM, PLC, as

Trustee and Agent of a Beneficiary; as agent for Wells Fargo Bank, N.A.;

DARREN J. DEVLIN, President of of The

Mortgage Law Firm, PLC:

SPECIALIZED LOAN SERVICING LLC. as servicer for HSBC Bank USA, National

Association, as Trustee for the Holders of the Deutsche Alt-A Securities, Inc.,

Mortgage loan Trust, Mortgage Pass-

Through Certificates Series 2007 -OA4: MARK MCCLOSKEY Assistant Vice

President of Specialized Loan Servicing

LLC, and All persons and entities claiming any right to real property located at 1095

Lowry Ranch Road Corona, California

92881 and Does 1-10, inclusively,

Defendants

CASE No. CV16-469-TJH

## **EXHIBIT G**

1099-A abandonment of partnership interests issued by Fannie Mae in re SunTrust

Wrongful Washington State foreclosures 12302 Sunrise Drive 13900 Hidden Heights



COMPLAINT OF THE PLAINTIFF DEBTOR PURSUANT TO 42 U.S.C. Sec 1983 1

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th, 8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

This Product Contains Sensitive Taxpayer Data

Request Date: 03-25-2015 Response Date: 03-25-2015 Tracking Number: 100241670971

Wage and Income Transcript

SSN Provided: 548-63-7710 Tax Period Requested: December, 2010

Form W-2 Wage and Tax Statement

Employer: Employer Identification Number (EIN):941687665 BANK OF AMERICA NATIONAL ASSOCIATIO 101 S TRYON ST CHARLOTTE, NC 28255-0000

Employee: Employee's Social Security Number:548-63-7710 FAITH LYNN BRASHEAR PMB 154 19689 7TH AVENUE NE POULSBO, WA 98370-0000

Submission Type:

Wages, Tips and Other Compensation:

Federal Income Tax Withheld:

Social Security Wages:

Social Security Tax Withheld:

Social Security Tips:

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Form 1099-A Acquisition or Abandonment of Secured Property

Lender: Lender's Federal Identification Number (FIN):5208B3107 FANNIE MAE 3900 WISCONSIN AVENUE WASHINGTON, DC 20016-0000

Borrower: Borrower's Identification Number:548-63-7710 DONNA BELTZ 19689 7TH AVE NE POULSBO, WA 98370-7531

Form 1099-A Acquisition or Abandonment of Secured Property

Lender:
Lender's Federal Identification Number (FIN):540259290
SUMTRUST MORTGAGE INC.
1001 SEMMES AVENUE
RICHMOND, VA 23224-2243

Borrower: Borrower's Identification Number:548-63-7710 DONNA BELTZ

# \* Case 5:05-7:7-3:0469-TJH-KK Document 50 Filed 03/22/16 Page 3 of 9 Page ID #:1490

Submission Type:Original document
ACCOMIC MARKSET
Date of Lender's Acquisition or Knowledge of Abandonment:10-22-2010
Balance of Principal Outstanding.
Balance of Principal Outstanding:\$232,482.00
was porrower tersonarry prapre for Kebsameut of the Debts.
"V" Day Charles (Townson 1 lb v ) 1
Description of Property:

#### Form 1099-MISC

Payer:
Payer's Federal Identification Number (FIN):880444917
BUCKWOOD COMMUNICATIONS INC
2108 NOAH TYLER CT
HENDERSON, NV 89052-0000

Recipient:
Recipient's Identification Number:548-63-7710
FAITH BRASHEAR
19689 7TH AVE NE
POULSBO, WA 98370-0000

Submiceion Typo.
Submission Type:Original document
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Attorney Fees:
Section 409A Deferrals:
Section 409A Transe:
Section 409A Income:
Direct Sales Indicator:
Second Notice Indicator:

This Product Contains Sensitive Taxpayer Data

HOME ABOUT THE SUNTRUST SETTLEMENT COMMONLY ASKED QUESTIONS CLAIM FORM HELP FOR BORROWERS MENU PRINCIPAL ACERCA DEL ACUERDO DE SUNTRUST PREGUNTAS FRECUENTES FORMULARIO DE RECLAMACION AYUDA PARA PRESTATARIOS

## Welcome

Policie Professor Theorem I are of The of Edwards and The

This website provides information about the joint state-federal settlement with SunTrust.

## Announcements

January 4, 2016:

The deadline to submit a claim form has passed and claims are no longer being accepted. Checks were mailed on December 4, 2015 to borrowers who submitted valid claims in the National SunTrust Settlement. The payment amount for each loan was approximately \$1,330. The exact amount is not being released to help prevent fraud.

## CFPB, State AGs Reach Settlement with SunTrust

Updated: December 8, 2014 (Consont Judgment documents added)

- \$500 Million in relief for borrowers
- \$40 Million in cash to foreclosed homeowners
- Modeled on National Mortgage Settlement

The Federal government together with state attorneys general in 49 states and the District of Columbia reached a settlement in 2014 requiring SunTrust Mortgage, Inc., to provide \$500 million in various forms of relief to certain borrowers. The United States District Court for the District of Columbia entered the Consent Order on September 30, 2014. The consent order addresses SunTrust's alleged misconduct regarding its mortgage servicing and foreclosure practices. SunTrust must also create a 40 million dollar fund for the approximately 45,000 SunTrust borrowers who were foreclosed upon between January1, 2008 and December 31, 2013. In addition, SunTrust must adhere to significant new homeowner protections. The consent order requires that SunTrust follow the servicing standards set up by the 2012 National Mortgage Settlement (NMS) with the five largest banks. SunTrust's compliance with this settlement will be monitored by the same professional monitoring team currently in charge of enforcing the NMS, led by former North Carolina Banking Commissioner Joe Smith.

Further information concerning the SunTrust settlement is available here:

- To see a copy of the Consent Judgment Click here: A copy of the Consent Judgment entered by Judge Rosemany Collyer on September 30, 2014
- To see a copy of the Exhibits click here: (Exhibit A. Exhibit B. Exhibit D. Exhibit D. Exhibit E. Exhibit E. Exhibit C. Exhibit E. Exhibit E.

## Settlement Timeline

Notices Sent to Eligible Borrowers: March 2015

Primary Deadline to File a Payment Claim: June 4, 2015

Payments mailed to eligible borrowers who make claims: We anticipate checks will be mailed in the fall of 2015.

WHEN RECORDED MAIL TO: JPMorgan Chase Bank, N.A. ,7301 Baymeadows Way Jacksonville, FL 32256

LAND TITLE 201306100324
Deed Rec Fee. \$ 74.00
06/10/2013 02:04 PM
Walter Washington, Kitsap Cc Auditor Page: 1 of 3

TS No.: WA-08-194437-SH

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

Title Order No.: W893012

Trustor: VINCENT W BELTZ AND DONNA BELTZ, HUSBAND AND WIFE

Deed of Trust Instrument/Reference No.: 200608090212 Notice of Sale Instrument/Reference No.: 201301290379

Deed of Trust book/page (if applicable):

## TRUSTEE'S DEED UPON SALE

A.P.N.: 11250210202006

TRANSFER TAX: \$0.00

The GRANTOR, QUALITY LOAN SERVICE CORPORATION OF WASHINGTON, as current Trustee. (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Successor Trustee) under that Deed of Trust in consideration of the premises and payment recited below, hereby grants and conveys, without representation or warranty, expressed or implied, all right title and interest to U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR IN INTEREST TO BANK OF AMERICA, NATIONAL ASSOCIATION AS TRUSTEE AS SUCCESSOR BY MERGER TO LASALLE BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR WAMU MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-AR13 TRUST, as GRANTEE, to all real property (the "Property"), situated in the County of KITSAP, State of Washington, described as follows:

THE SOUTH 221 FEET OF THE NORTH 438 FEET OF GOVERNMENT LOT 2, SECTION 11, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON; EXCEPT THE WEST 20 FEET THEREOF CONVEYED TO KITSAP COUNTY. WASHINGTON FOR ROAD PURPOSES; TOGETHER WITH SECOND CLASS TIDELANDS AS CONVEYED BY THE STATE OF WASHINGTON. SITUATE IN FRONT OF. ADJACENT TO OR ABUTTING THEREON.

#### RECITALS:

 This conveyance is made pursuant to the powers, including the power of sale, conferred upon the current Trustee by that certain Deed of Trust between VINCENT W BELTZ AND DONNA BELTZ, HUSBAND AND WIFE, as original Grantor, to PACIFIC NORTHWEST TITLE, as original trustee, and WASHINGTON MUTUAL BANK, FA, as original Beneficiary, dated 7/28/2006 and recorded 8/9/2006 as instrument number

KITSAP COUNTY TREASURER EXCISE

06/10/2013

2013EX03639

Total: \$10.00

Clerk's Initial

200608090212 of the Official Records in the office of the Recorder of KITSAP, Washington.

- 2. The Deed of Trust was executed to secure, together with other undertakings, the payment of one or more promissory note(s) ("Note") in the sum of \$825,000.00 with interest thereon, according to the terms thereof, and other sums of money which might become due and payable under the terms of said Deed of Trust.
- The Deed of Trust provided that the Property is not used principally for agricultural or farming purposes and the current Trustee has no actual knowledge that the Property is used principally for agricultural or farming purposes.
- 4. That a Default occurred in the obligations secured and/or covenants of the Deed of Trust referenced in paragraph one (1), as set forth in the Notice of Trustee's Sale described below, and that the current Trustee, transmitted the Notice of Default to the required parties, and that a copy of said Notice was posted or served in accordance with law.
- 5. The holder of the note secured by the Deed of Trust delivered to the current Trustee a written request directing the current Trustee to sell the Property in accordance with law and the terms of the Deed of Trust.
- 6. That because the defaults specified in the "Notice of Default" were not cured, the current Trustee, in compliance with the terms of the Deed of Trust, recorded on 1/29/2013 in the KITSAP County, Washington recorder's Office, a "Notice of Trustee's Sale" of the Property as instrument no. 201301290379.
- 7. The current Trustee fixed the place of sale as: At the main entrance to the Superior Courthouse, 614 Division Street, Port Orchard, WA 98366, in the State of Washington, a public place, at 9:00 AM. In accordance with the law caused copies of the statutory "Notice of Trustee's Sale" to be transmitted by mail to all persons entitled thereto and either posted or served prior to the statutory minimum number of days before the final sale; further, the current Trustee caused a copy of said "Notice of Trustee's Sale" to be published in a legal newspaper in each county in which the property or any part thereof is situated, once between the thirty-fifth and twenty-eighth day before the date of the sale, and once between the fourteenth and the seventh day before the date of the sale; and further, included with the Notice, which was transmitted to or served upon the Deed of Trust grantor or his successor in interest, a "Notice of Foreclosure."
- 8. During foreclosure, no action by the Beneficiary, its successors or assigns was pending on an obligation secured by the Deed of Trust.
- 9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in chapter 61.24 RCW.
- 10. That because the defaults specified in the "Notice of Trustee's Sale" were not cured at least ten days prior to the date scheduled for the Trustee's Sale and said obligation secured by said Deed of Trust remained unpaid, on 5/31/2013, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the GRANTOR then and there sold the Property at public auction to said GRANTEE, the highest bidder therefore, as a credit bid for the sum of \$538,590.00.

This conveyance is made without representations or warranties of any kind, expressed or implied. By recording this Trustee's Deed, GRANTEE understands, acknowledges and agrees that the Property was

purchased in the context of a foreclosure, that the current Trustee made no representations to GRANTEE concerning the Property and that the current Trustee owed no duty to make disclosures to GRANTEE concerning the Property, GRANTEE relying solely upon his/her/their/its own due diligence investigation before electing to bid for the Property.

In witness thereof, QUALITY LOAN SERVICE CORPORATION OF WASHINGTON, as GRANTOR, has this day, caused its name to be hereunto affixed by its officer thereunto duly authorized by its corporation by-laws.

Date:

JUN 04 2013

QUALITY LOAN SERVICE CORPORATION OF

By: She made D. Sactiff C. Assistant Schools

State of: <u>California</u>)
County of: <u>San Diego</u>)

on <u>10.4.13</u> before me, <u>IANETH SALAS AGUILAR</u> a notary public, personally appeared <u>her years</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose hame(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of <u>California</u> that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature aneth Salus (Seal

JANETH SALAS AGULLAR COMM. #1997798 COMMAND PROCESSES OF MOTARY PUBLIC CALIFORNIA ME SAN DIEGO COUNTY 9 My Commission Expline NOVEMBER 11, 2016 After Recording Return To: Post Sale Dept. Northwest Trustee Services. Inc. P.O. Box 997 Bellevue, WA 98009-0997

FIRST AMERICAN TITLE INS

201010110218

Page: 1 of 2

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File No.: 7219.20639/Beltz, Donna n/k/a Brashear, Faith Lynn

Vef # 2010 De 23 0225

## Trustee's Deed

The GRANTOR, Northwest Trustee Services, Inc., as present Trustee under that Deed of Trust (defined below), in consideration of the premises and payment recited below, hereby grants and conveys, without representation or warranty, expressed or implied, to Federal National Mortgage Association, as GRANTEE, all real property (the Property), situated in the County of Kitsap, State of Washington, described as follows:

Tax Parcel No.: 042502-1-088-2004

Lot B of Short Plat No. 5544, as recorded under Recording Nos. 9102270065 and 9102270066, being a portion of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 4,, Township 25 North, Range 2 East, W.M., records of Kitsap County Auditor; Situate in the City of Bainbridge Island, County of Kitsap, State of Washington.

## RECITALS:

- 1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Grantee by that certain Deed of Trust between Donna Beltz, a married woman as her sole and separate property, as Grantor, to Transnation, as Trustee, and Mortgage Electronic Registration Systems, Inc. solely as nominee for Lender and Lender's successors and successor assigns, Beneficiary, dated 10/08/07, recorded 10/12/07, under Auditor's No. 200710120179, records of Kitsap County, Washington and subsequently assigned to SunTrust Mortgage, Inc. under Kitsap County Auditor's No. 201006150234.
- 2. The Deed of Trust was executed to secure, together with other undertakings, the payment of one or more promissory note(s) ("Note") in the sum of \$417,000.00 with interest thereon, according to the terms thereof, in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Lender and Lender's successors and successor assigns and to secure any other sums of money which might become due and payable under the terms of said Deed of Traist
- 3. The Deed of Trust provided that the Property is not used principally for agricultural or farming purposes and the Grantor has no actual knowledge that the Property is used principally for agricultural or farming purposes.
- 4. Default having occurred in the obligations secured and/or covenants of the Deed of Trust grantor, as set forth in Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Deed of Trust grantor, or his successor in interest, and a copy of said Notice was posted or served in accordance with law.
- 5. SunTrust Mortgage, Inc., being then the holder or the nominee of the indebtedness secured by the Deed of Trust, delivered to said Grantor a written request directing Grantor to sell the Property in accordance with law and the terms of the Deed of Trust.

KITSAP COUNTY TREASURER EXCISE

10/11/2010

2010EX05282

Clerk's Initial

Total: \$10.00

- 6. The defaults specified in the "Notice of Default" not having been cured, the Grantor, in compliance with the terms of the Deed of Trust, executed and on 06/23/10, recorded in the office of the Auditor of Kitsap County, Washington, a "Notice of Trustee's Sale" of the Property under Auditor's File No. 201006230225.
- 7. The Grantor, in the "Notice of Trustee's Sale", fixed the place of sale as inside the main lobby of the Kitsap County Courthouse, 614 Division Street, City of Port Orchard, State of Washington a public place, at 10:00 o'clock a.m., and in accordance with the law caused copies of the statutory "Notice of Trustee's Sale" to be transmitted by mail to all persons entitled thereto and either posted or served prior to 90 days before the sale; further, the Grantor caused a copy of said "Notice of Trustee's Sale" to be published in a legal newspaper in each county in which the property or any part thereof is situated, once between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and the seventh day before the date of sale; and further, included with the Notice, which was transmitted to or served upon the Deed of Trust grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form, to which copies of the Note and Deed of Trust were attached.
- During foreclosure, no action by the Beneficiary, its successors or assigns was pending on an obligation secured by the Deed of Trust.
- 9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in chapter 61.24 RCW.
- 10. The defaults specified in the "Notice of Trustee's Sale" not having been cured ten days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on September 24, 2010, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Grantor then and there sold the Property at public auction to said Grantee, the highest bidder therefore, for the sum of \$315,800.00.

This conveyance is made without representations or warranties of any kind, expressed or implied. By recording this Trustee's Deed, Grantee understands, acknowledges and agrees that the Property was purchased in the context of a foreclosure, that the trustee made no representations to Grantee concerning the Property and that the trustee owed no duty to make disclosures to Grantee concerning the Property, Grantee relying solely upon his/her/their/its own due diligence investigation before electing to bid for the Property.

DATED: October 3, 2010

GRANTOR
Northwest Trustee Services, Inc.

By
Assistant Vice President
Northwest Trustee Services, Inc.

STATE OF WASHINGTON ) ss. COUNTY OF KING )

I certify that I know or have satisfactory evidence that Heather Westfall is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: October 3, 2010

S. L. BURNS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
MARCH 28, 2011

NOTARY PUBLIC in and for the State of Washington, residing at King Co.
My commission expires: 03/28/2011